

FILED DEC 8 '22 PM 1:31 USDCALB

Court Clerk: File for Record, File upon Demand.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

Clifford H. Stubbe, a man*,

Paul John Hansen, a man*,

Plaintiffs,

vs.

CIVIL ACTION NO. 22-00339-KD-B

PHH MORTGAGE CORPORATION,

Defendants.

1. Regarding: Plaintiff's response to Courts R&R filed 10/13/2022.
2. Judicial Notice - all court administrators claiming authority to adjudicate this matter are asked to take judicial notice of all evidence of written law herein incorporated in this document, and the brief attached. Such may be at times, be indented ½ inch on the left side for ease of locating, and identifying.
3. Notice - portions of the contents in the below are designated as verified to be true as evidence before the court. Such individual lines will be identified as "VERIFIED >" and will be underlined, hereinafter as notice/evidence to the court. No portion of the statement that is not stated, or received as fact, shall diminish the part that is.
4. Note - Plaintiff Hansen did not get the said filing until the date of 10/20/2022, due to involvement as an expert witness in an IRS case in Ohio, and other associated travel.

PLaintiff's RESPONSIVE ARGUMENT

5. VERIFIED > Foremost this court is involved because Defendant is attempting to foreclose on land that is not evidenced as within land owned by 'The United States of America' as is limited by Article 1, Section 8, Clause 17*, in 'The Constitution for the United States of America', therefore it must be considered that Defendant has claimed to

have entered into a contract to exercise foreclosure rights, in land, which is not within its Principals constituted land limitations, per the stated constitution. Issues outside of such constituted land limitations would be of the general defaulted 'common law' land jurisdiction of the situated, subject, land of Alabama, which is not of land of 'STATE OF ALABAMA, within the set exterior borders of Alabama. Thus the acting foreclosure jurisdiction claimed by the Defendant may be problematic.

6. Defendant is a corporation operating under the laws, limited authority, of the Congress of the 'United States of America'.
7. Plaintiff has right, as a man, to use any U.S. court to notice, and then challenge, various U.S. administrators, as to Defendant's authority to foreclose, or of any other acts of mischief, including fraud, outside of its creators limited land jurisdiction. Expecting superior administrators to fully notice the Defendant of such limitations, as required in written law.
8. The Magistrates R&R states on page 5, starting at the first paragraph, that:

"The purpose of a temporary restraining order, like a preliminary injunction, is to protect against irreparable injury and preserve the status quo until the district court renders a meaningful decision on the merits." Schiavo ex rel. Schindler v. Schiavo, 403 F.3d 1223, 1231 (11th Cir. 2005) (per curiam).

i. Plaintiff's response - A common law jury would consider - Irreparable injury as disturbing Stubbe's right to convey the property to Hansen without harassment from Defendant, being Defendant refuses to evidence the holder of the claimed note.

ii. Plaintiff's response - A common law jury would consider - Irreparable injury as disturbing Hansen's right to live, and store his property on the subject land, without harassment from Defendant, being Defendant refuses to evidence the holder of the claimed note, and it's right to foreclose.

iii. VERIFIED > Plaintiff's response - This 'Respose' is verified as true, just as the originating 'Quiet Title' was.

9. Magistrate states on page 5, starting at the first paragraph the following must be present:

(1) a substantial likelihood of success on the merits of the underlying case;

Plaintiff's response - VERIFIED > Plaintiff states that Defendant has been noticed numerous times, has had adequate time, and has refused to present the note for discharge by Plaintiff, buy offer to pay dollar for dollar, thus "likelihood of success" is high, for if Defendant did have the claimed note (negotiable instrument), a security of the United States, SEE attached Brief, it was required to present the same when discharge by payment was, is, offered. See EXHIBIT L,M,O,P,Q, and accompanying brief.

(2) that irreparable injury will be suffered if the relief is not granted;

Plaintiff's response - VERIFIED > Stubbe will be standing as one who sold property that was encumbered by a note, that Defendants refused to produce, in the past, and now refuses to produce, for Plaintiffs right of discharge as the U.S. Congress has established. Stubbe offered payment through investor in exchange for the claimed note, Defendant refused presentment upon tender to pay. See Attached EHHIBITs - L,M,N.O,P,Q.

(3) that the threatened injury if relief is not granted outweighs the harm the relief would inflict on the non-movant;

Plaintiff's response - VERIFIED > The 'Quite Title' action was started in the Alabama County lower court, then moved to this U.S. District Court, and will not take more than 60 days to perfect. If this process is denied, thus fails to hold Defendant to its constitutional boundaries, Plaintiff will initiate a 7th Amendment Peoples common law jurisdiction 'Quiet Title' action. Plaintiff is willing to have this case 'SEALED' from public view for benefit for Defendant to act correctly without greater loss, exposure. The Defendant is not harmed because there is no evidence that a note exists that is enforceable by the Defendant, or by any Principale Defendant is acting for.

(4) that entry of the relief would serve the public interest.

Plaintiff's response - The public is busy and need not be bothered by cases that are settleable with a simple "Release of Lien/Mortgage" to Plaintiff, from Defendant, or Defendants employer. With notice of cancellation of the scheduled November 12, 2022 foreclosure sale by Defendant, or Defendants associates. Such exposure of such a failing to evidence indebtedness should not be thrown to the unlearned public for if so done will cause a flood of challenges on many that are acting, much like the Defendant has in this instant case.

(4.1) Magistrate stated on page 5, last paragraph - "Plaintiffs seek a TRO, they have not adhered to the strict requirements of Rule 65(b)(1)."

VERIFIED > Plaintiffs originating 'Quiet Title' action is verified, and holds sufficient evidence that Defendant has adequate notice. Hansen did mail by USPS, and by email, Defendant a notice of this 'Quiet Title' action, the same day it was sent to the original action, but as not being a trained attorney may have not notified the court of the same properly. We ask the court to allow correction if an error has occurred.

10. Magistrate stated, page 6, last paragraph - Plaintiffs' offers to make full payment in exchange for (prove holder of the note) the production of the "wet ink" version of the promissory note.

Plaintiff's response - no where does Plaintiff ask for 'prove holder of the note', Plaintiff wishes to settle the claimed debt, dollar for dollar, just as U.S. Congress written law requires, as with all negotiables, securities, as to principal and interest. See Attached, 4 page brief/memorandum of law, with U.S. Stat at Large incorporated.

VERIFIED > I, Plaintiff, Clifford H. Stubbe, does not recognize the claimed copy of a note, or the authenticity of the signature on the note, that Defendant presently claims, presents, as its evidence to foreclose.

11. Magistrate claimed - "Plaintiff are *pro se* status...", see Page 6, Foot Note 4.

VERIFIED > Plaintiffs are of the status as 'man of right'. Not a corporate entity, afforded all rights enumerated, and not enumerated in the Constitution for the United States of America, as well as the first constitution called Declaration of Independence 1776:

"We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.--That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, --That whenever any Form of Gov...."

Thus this court has a duty to ensure no theft is procured by pretence of any non-judicial foreclosure by entities created by the United States granted authority.

12. Majestrat stated Page 7, First Paragraph, "...claim appears to rely on the discredited "show-me-the-note" theory, which presupposes that "only the holder of the original wet-ink signature note has the lawful power to initiate a non-judicial foreclosure." See Martins v. BAC Home Loans Servicing, L.P., 722 F.3d 249, 253 (5th Cir. 2013)

Plaintiff are not holding the position that "only the holder of the original wet-ink signature note has the lawful power to initiate a non-judicial foreclosure", but rather are NOW challenging the very existence, of a signed note, that the Defendant claims exists which it relies upon to participate, with authority, in a non-judicial foreclosure. What note?

13. U.S. governed entities, as is the Defendant, can present either "written law" to the U.S. court administrator, U.S. Courts, or an enforceable "contract", as to support authority to foreclose on the subject property, in the subject land jurisdiction, by its "claimed" subject note. They have neither.
14. With no evidenced signed note, no evidenced agreement, for payment, no evidenced contract, for the U.S. Court to enforce, or for any such entity under the jurisdiction of the U.S. court to do the same. Plaintiff has right to 'Quiet Title' and mere appearance of authority to foreclose is not adequate. Therefore "Quiet Title" action should continue, as rightful remedy for Plaintiff, as was initiated by Plaintiff, and not be dismissed as recommended by the acting Magistrate. The Magistrate is in error. Rights of man, of Plaintiff(s), can not be violated by any man, regardless of office. At all times, 'The People's Court' (7th Amendment) has the ultimate authority for such a final determination if such should fail here, and now.

VERIFICATION

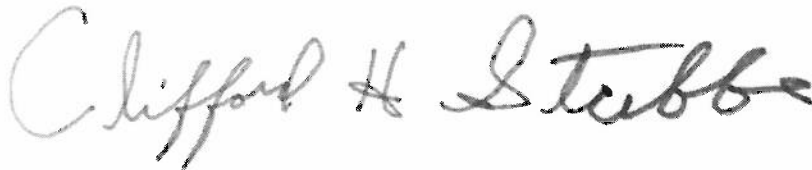
STATE OF ALABAMA,
COUNTY OF CONECUH

Clifford H Stubbe, and Paul John Hansen have read the foregoing **VERIFIED RESPONSE** and know its contents.

The matters stated in the foregoing document are true of our own knowledge except as to those matters which are stated on information and belief and, as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of Alabama that the foregoing is true and correct. (6 pages total)

Executed on October 25, 2022 at Evergreen, Alabama.

A handwritten signature in cursive script that reads "Clifford H Stubbe".

Clifford H Stubbe

A handwritten signature in cursive script that reads "Paul John Hansen".

Paul John Hansen

(No attorney associated.)

TERMS DEFINED:

Plaintiff*, Clifford H Stubbe, a man, afforded all 'Bill of Rights'.

Plaintiff*, Paul John Hansen, a man, afforded all 'Bill of Rights'.

*‘The United States of America’ (USA)- As to identify scope of limited “legislative authority”, (proprietary land jurisdiction), Art. 1, Sec. 8, Cl 17 - “To exercise exclusive Legislation in all Cases whatsoever, over such District (not exceeding ten Miles square) as may, by Cession of particular States, and the Acceptance of Congress, become the Seat of Government of the United States, and to exercise like Authority over all Places purchased by the Consent of the Legislature of the State in which the Same shall be, for the Erection of Forts, Magazines, Arsenals, dock-Yards, and other needful Buildings;—And”

*conecuh county of Alabama - as to the definition of ‘The United States of America’, as seen above, conecuh county is not evidenced as being a USA/federal zone/land, thus defaulting to a private dwelling independent from the USA land, of ‘American common law land jurisdiction, of the People’.

*legally - as a common law land jurisdiction described location, without the United States.

Attached Exhibits:

EX L, 21-06-20 deal Mortgage Bankers 1 Mortgage Way

EX M, 21-08-25, 3rd FDCPA Request

EX N, 21-09-21 Letter to Ideal Mortgage Bankers

EX O, 21-09-21 Letter to Bank of New York Mellon Trust Company

EX P, 21-09-21 Tiffany & Bosco

EX Q 21-09-21 Letter to Bank of America, N.A.

IN THE UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CIVIL ACTION NO. 22-00339-KD-B

BRIEF, MEMORANDUM OF LAW

Notice - The court administrator is to take **judicial notice** of the below incorporated evidence of law herein.

NOTE - The written law below, presented as evidence of law for application, is copied exactly as found, and only altered as to 'font size' and underlined to aid in location for any man called to take judicial notice of the same.

((1.))) PLAINTIFF STATES - being that the Defendant exists pursuant to the authority of the United States, as a creation of the UNITED STATES, as is all it's associates, as with the subject nonjudicial 'Foreclosure' attempt, and subject 'Quiet Title' action.

Therefore, the intent of the U.S. Congress is imposed upon them, being that Defendant claims the existence of a promissory note signed by Plaintiff, Clifford H. Stubbe, and its written requirement to make specific repayment in U.S. Dollars.

As noted below at (2) "domestic obligation" is identified, as a note due by Clifford H. Stubbe is domestic, and a promise to pay is synonymous with obligation, the written law applies upon Defendant. There it is assumed that Clifford H. Stubbe has protection to render the subject payment, in lue of exchange, presentment, of the claimed obligation (note), as guaranteed by congress herein. See (a)(3), and (d)(1) below as Clifford H. Stubbe offers 'dollar for dollar' for what is claimed to be due, upon said presentment and exchange, "dollar for dollar".

Therefore Defendant must present the signed obligation (Note with - Loan Number : 3000202641)) in this instant case, as required by Plaintiff, and Congress, for full discharge, with Plaintiff payment.

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<https://www.law.cornell.edu/uscode/text/31/5118>

31 U.S. Code § 5118 - Gold clauses and consent to sue

(a) In this section—

(1) "gold clause" means a provision in or related to an obligation alleging to give the obligee a right to require payment in—

(A) gold;

(B) a particular United States coin or currency; or

(C) United States money measured in gold or a particular United States coin or currency.

(2) “public debt obligation” means a domestic obligation issued or guaranteed by the United States Government to repay money or interest.

(b) The United States Government may not pay out any gold coin. A person lawfully holding United States coins and currency may present the coins and currency to the Secretary of the Treasury for exchange (dollar for dollar) for other United States coins and currency (other than gold and silver coins) that may be lawfully held. The Secretary shall make the exchange under regulations prescribed by the Secretary.

(c)

(1) The Government withdraws its consent given to anyone to assert against the Government, its agencies, or its officers, employees, or agents, a claim—

(A) on a gold clause public debt obligation or interest on the obligation;

(B) for United States coins or currency; or

(C) arising out of the surrender, requisition, seizure, or acquisition of United States coins or currency, gold, or silver involving the effect or validity of a change in the metallic content of the dollar or in a regulation about the value of money.

(2) Paragraph (1) of this subsection does not apply to a proceeding in which no claim is made for payment or credit in an amount greater than the face or nominal value in dollars of public debt obligations or United States coins or currency involved in the proceeding.

(3) Except when consent is not withdrawn under this subsection, an amount appropriated for payment on public debt obligations and for United States coins and currency may be expended only dollar for dollar.

(d)

(1) In this subsection, “obligation” means any obligation (except United States currency) payable in United States money.

(2) An obligation issued containing a gold clause or governed by a gold clause is discharged on payment (dollar for dollar) in United States coin or currency that is legal tender at the time of payment. This paragraph does not apply to an obligation issued after October 27, 1977.

(Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 985; Pub. L. 99-185, § 2(d), Dec. 17, 1985, 99 Stat. 1178; Pub. L. 104-208, div. A, title II, § 2609, Sept. 30, 1996, 110 Stat. 3009-475; Pub. L. 105-61, title VI, § 641, Oct. 10, 1997, 111 Stat. 1318.)

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((2.))) PLAINTIFF STATES - Plaintiffs have right to discharge notes between entiest (Defendant(s)) of the United States and Plaintiffs, dollar for dollar, as guaranteed by the, directly below, U.S. Congress written law. Plaintiff has the right to possess the paid note for his possession there after, for its disposal as Plaintiff sees fit..

<https://uscode.house.gov/statviewer.htm#> Vol 49, Page 939 (Sec 4, line 7, “securities of the U.S.) 74th Congress, Sess. 1. CHS. 780, 781, AUGUST 27, 1935 -

“...and the phrase “securities of the United States” means the domestic public debt obligations of the United States... guaranteed by the United States.

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((3.))) PLAINTIFF STATES - Again - The intent of the U.S. Congress is imposed upon Defendant, as Defendant claims the existence of a signed promissory note by Plaintiff, Clifford H. Stubbe, and its requirement to make repayment in U.S. Dollars. Payments due in U.S. Dollars by entities of the U.S. involves “obligation or other security of the United States”, and its jurisdiction. Side note - If Defendant is associated with a party that only has claim of lent funds, but not actual records of lent funds, does not Counterfeiting come into play as well..

18 U.S. Code § 8 - Obligation or other security of the United States defined

The term “obligation or other security of the United States” includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps.

(June 25, 1948, ch. 645, 62 Stat. 685.)

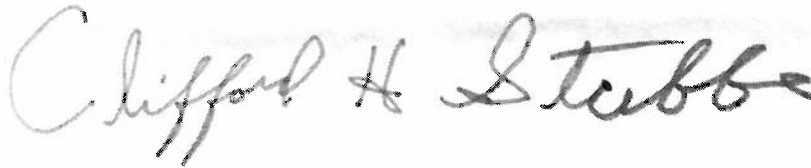
Historical and Revision Notes

Based on title 18, U.S.C., 1940 ed., § 261 (Mar. 4, 1909, ch. 321, § 147, 35 Stat. 1115; Jan. 27, 1938, ch. 10, § 3, 52 Stat. 7). The terms of this section were general enough to justify its inclusion in this chapter rather than retaining it in the chapter on “Counterfeiting” where the terms which it specifically defines are set out in sections 471-476, 478, 481, 483, 492, and 504 of this title. Words “Federal Reserve notes, Federal Reserve bank notes” were inserted before “coupons” because such notes have almost supplanted national bank currency. Minor changes were made in phraseology.

CLOSING ARGUMENT

1. Defendant claims right to a specific U.S. Dollars.
2. Congress guarantees performance of U.S. Dollars to fulfill discharge for domestic contracts, of money due.
3. Plaintiff has repeatedly wished to exercise the right to discharge dollar for dollar for the subject "claimed" note in Defendant's possession, as congress guarantees to be available.
4. Upon receiving the subject claimed note, for given U.S. Dollars, Plaintiff, or holder, then has the right to secure, or destroy, the negotiable instrument to forever guarantee no repeat collection enforcement of the instrument. What note?
5. A number of people have contacted Plaintiffs over the last twelve months, all claiming right to foreclose, yet none agreeing to receive payment in exchange for the wet ink signed note they all claimed to be enforcing. Fraud?

Executed on October 25, 2022 at Evergreen, Alabama.



Clifford H Stubbe



Paul John Hansen

CERTIFICATE OF SERVICE

I hereby certify that on October 25, 2022, I served a copy of the foregoing via - email, fax, and

first-class U.S. Mail, postage prepaid, to the following:

Grant A. Premo,

Bradley Arant Boult Cummings LLP,

One Federal Place,

1819 Fifth Avenue North Birmingham,

Alabama 35203

Telephone: (205) 521-8000 |

Faxsimile: (205) 521-8800

gpremo@bradley.com.

What was sent:

1. 13 total pages as -EXHIBIT: L,M,N,O,P,and Q,
2. 6 pages of - Regarding: Plaintiff's response to Courts R&R filed 10/13/2022.
3. 4 pages of - BRIEF, MEMORANDUM OF LAW

Sent by faxzero.com, 3:35 pm 10-25-2022, total of 23 pages, not counting cover page.

-and-

Also faxed to captioned court - (251) 694-4297

A handwritten signature in cursive script that reads "Paul John Hansen". To the right of the main signature is a smaller, more stylized version of the signature, possibly a first or last name abbreviated.

Paul John Hansen

From:

P.J. HANSEN
3402 AVE. ST.
GALVESTON,
TEXAS 77550

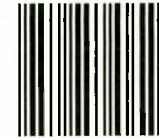
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